

## Preliminary Assessment of 800 MHz Co-Channel Environment

At a minimum, *FE* will reevaluate the co-channel environment:

1. Prior to signing the Frequency Reconfiguration Agreement (FRA) with Sprint Nextel.
2. Prior to actual reconfiguration activities.
3. Prior to the closing for the FRA.

The City may also need to reevaluate the co-channel environment to address any unresolved issues that may arise after reconfiguration.

The City and *FE* should continue to pursue a replacement channel for 853.4875 MHz in order to realize "comparable facilities" post rebanding.



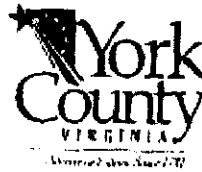
BILL	428470	11/03/2006	848.00	0.00	0.00	848.00
PAY	3401055	12/05/2006	-848.00	0.00	0.00	-848.00
Total	428470	11/03/2006	0.00	0.00	0.00	0.00
BILL	428858	12/02/2006	318.00	0.00	0.00	318.00
PAY	3403811	01/13/2007	-318.00	0.00	0.00	-318.00
Total	428858	12/02/2006	0.00	0.00	0.00	0.00
BILL	431651	01/25/2006	2,848.00	0.00	0.00	2,848.00
PAY	3415573	02/24/2006	-2,848.00	0.00	0.00	-2,848.00
Total	431651	01/25/2006	0.00	0.00	0.00	0.00
BILL	432953	02/15/2006	7,225.00	0.00	0.00	7,225.00
PAY	3421805	03/27/2006	-7,225.00	0.00	0.00	-7,225.00
Total	432953	02/15/2006	0.00	0.00	0.00	0.00
BILL	435028	03/20/2006	3,257.00	0.00	0.00	3,257.00
PAY	3427184	04/24/2006	-3,257.00	0.00	0.00	-3,257.00
Total	435028	03/20/2006	0.00	0.00	0.00	0.00
BILL	435785	04/19/2006	132.50	15.00	0.00	147.50
PAY	3433112	05/23/2006	-132.50	-15.00	0.00	-147.50
Total	435785	04/19/2006	0.00	0.00	0.00	0.00
BILL	438251	05/11/2006	53.00	0.00	0.00	53.00
PAY	3448102	06/04/2006	-53.00	0.00	0.00	-53.00
Total	438251	05/11/2006	0.00	0.00	0.00	0.00
BILL	438658	06/14/2006	558.50	20.00	0.00	578.50
PAY	3448102	06/04/2006	-558.50	-20.00	0.00	-578.50
Total	438658	06/14/2006	0.00	0.00	0.00	0.00
BILL	441783	07/18/2006	4,454.00	0.00	0.00	4,454.00
PAY	3459421	10/02/2006	-4,454.00	0.00	0.00	-4,454.00
Total	441783	07/18/2006	0.00	0.00	0.00	0.00
BILL	443574	08/17/2006	5,018.00	0.00	0.00	5,018.00
PAY	3459421	10/02/2006	-5,018.00	0.00	0.00	-5,018.00
Total	443574	08/17/2006	0.00	0.00	0.00	0.00
BILL	445177	08/18/2006	2,881.50	15.00	0.00	2,896.50
PAY	3468177	11/02/2006	-2,881.50	-15.00	0.00	-2,896.50
Total	445177	08/18/2006	0.00	0.00	0.00	0.00
BILL	447883	11/07/2006	477.00	20.00	0.00	497.00
PAY	3473210	12/14/2006	-477.00	-20.00	0.00	-497.00
Total	447883	11/07/2006	0.00	0.00	0.00	0.00
BILL	449028	12/01/2006	980.50	0.00	0.00	980.50
PAY	3478800	01/16/2007	-980.50	0.00	0.00	-980.50
Total	449028	12/01/2006	0.00	0.00	0.00	0.00
BILL	451858	01/17/2007	3,683.50	15.00	0.00	3,698.50
BILL	453507	02/15/2007	13,227.00	148.00	0.00	13,375.00
GRAND TOTAL			18,910.50	163.00	0.00	17,073.50

**EXHIBIT C**

C-1

**Department of  
Fire and Life Safety**

Stephen P. Koczynski  
Fire Chief/Director



Fire and Rescue Operations  
9-1-1 Emergency Communications  
Prevention and Life Safety  
Technical Services and Special Operations  
Emergency Management

July 12, 2006

Mr. Rob Easton  
Director, Spectrum Development  
Sprint Nextel Corporation  
114 Coronation Circle  
Bountiful, Utah 84010

Dear Mr. Easton:

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
  - Coordinating meetings, on a monthly basis, or as needed
  - Management and facilitation of communications between jurisdictions
  - Schedule alignment and schedule conflict resolution
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FECli-entNet*, to facilitate web based Program management
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities
- Develop the interoperability environment statement between the named jurisdictions

301 Goodwin Neck Road · P.O. Box 532 · Yorktown, Virginia 23690-0532 · (757) 890-3600  
Fax: (757) 890-3609 · TDD: (757) 890-3300 · Email: flsafety@yorkcounty.gov  
*A Hampton Roads Community*

Mr. Rob Easton  
July 12, 2006  
Page 2

- Develop a reconfiguration coordination plan with regard to shared system assets and channels and
- Develop a cut-over coordination plan with regard to shared systems and channels

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four-month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

It is our understanding that the County of York is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the County of York for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the County of York will have no responsibility for certifying the performance of Federal Engineering. Further, the County of York understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions; however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact D. Terry Hall, Communications Manager, at 757-890-3620 or via e-mail at [hallt@yorkcounty.gov](mailto:hallt@yorkcounty.gov). Thank you for your cooperation.

Sincerely,

*D. Terry Hall /enc*

D. Terry Hall  
Communications Manager

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**Fax Cover Sheet**

**Date:** July 12, 2006

**To:** Doug Onhazler  
Communications Administrator

**Fax No.:** 385-5782

**From:** Terry Hall

**Cover sheet and 2 pages**

**Comments:**



Department of Fire and Life Safety  
301 Goodwin Neck Road  
Yorktown, Virginia 23692  
Phone: 757 890-3600  
Fax: 757 890-3609



## City of Virginia Beach

LESLIE L. LILEY  
CITY ATTORNEY

July 20, 2006

MUNICIPAL CENTER  
BUILDING 1  
2401 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23468-9004  
(757) 427-4031  
FAX (757) 426-5087  
TDD (757) 427-4395

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum  
Development  
114 Coronation Circle  
Bountiful, UT 84010

**Re: City of Virginia Beach (Incumbent); Request for Exercise of Planning  
Funding Agreement Planning Funding Change Notice Provision**

Dear Mr. Easton:

Following up on our discussion of the planning activities being conducted to effectuate the relocation of the frequency or frequencies licensed to the Incumbent pursuant to the Planning Funding Agreement (PFA) dated March 9, 2006, this letter serves as the official request (Planning Funding Change Notice) for the exercise of the PFA's planning funding change notice provision, as required by the PFA.

In order to complete the planning necessary as contemplated by the PFA, it will be necessary to make the following changes to the work currently encompassed by the cost estimate (Planning Cost Estimate) itemized at Schedule C of the PFA:

- (1) The following will need to be added to the Statement of Work, Schedule B:

"Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the Hampton Roads Communities. The time period for such services shall be four (4) months; provided, however, in the event the planning activities in preparation for the reconfiguration process have not been completed for the Participating Jurisdictions in the initial four (4) month period, up to four (4) additional (1) month periods will be added to the time period required to complete such services (the "Contingent Additional Period"). Federal Engineering shall begin such services no later than thirty (30) days following Transition Administrator approval and execution by the Parties of this Second Amendment to the Agreement:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:

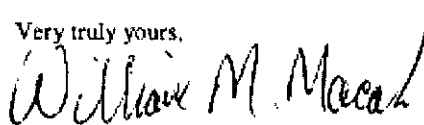
- Coordinating meetings, on a monthly basis, or as needed;
- Management and facilitation of communications between jurisdictions;
- Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels."

(2) An additional Seventy-Six Thousand Seven Hundred Twenty Dollars (\$76,720) will be necessary to accomplish the aforementioned services if the project can be completed in four (4) months; provided, however, if up to four (4) additional one (1) month period(s) are necessary, the total for the aforementioned services will be One Hundred Twenty-Three Thousand Two Hundred Dollars (\$123,200), with each one (1) month contingent period to be invoiced against the PFA on an as-required basis adding Eleven Thousand Six Hundred Twenty Dollars (\$11,620) per month.

(3) The duration of the overall regional coordination effort will be a four (4) month period that will commence upon TA approval and execution of an amendment to the PFA, with a possible additional four (4) one (1) month time period(s), which will be contingent upon the completion of the planning activities of the Hampton Roads Communities. The time period for the regional planning is not anticipated, however, to extend the total time estimated for the completion of the planning activities for the City of Virginia Beach and subsequent execution of a Frequency Reconfiguration Agreement by the City of Virginia Beach.

Please analyze the information provided here and contact me to discuss how we will proceed.

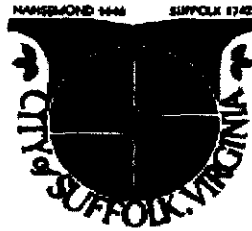
Very truly yours,



William M. Macali  
Deputy City Attorney

WMM:ks





## CITY OF SUFFOLK

P.O BOX 1858 SUFFOLK VIRGINIA 23434  
PHONE (757) 923-3639 FAX (757) 539-4303

June 29, 2006

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum Development  
114 Coronation Circle  
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
  - Coordinating meetings, on a monthly basis, or as needed;
  - Management and facilitation of communications between jurisdictions;
  - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

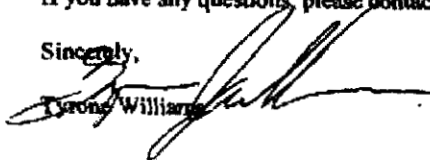
These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for

project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

It is our understanding that the City of Suffolk is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Suffolk for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Suffolk will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Suffolk understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Tyrone Williams. Thank you for your cooperation.

Sincerely,

  
Tyrone Williams



July 17, 2006

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum Development  
114 Coronation Circle  
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
  - Coordinating meetings, on a monthly basis, or as needed;
  - Management and facilitation of communications between jurisdictions;
  - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

It is our understanding that the **City of Portsmouth** is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the **City of Portsmouth** for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the **City of Portsmouth** will have no responsibility for certifying the performance of Federal Engineering. Further, the **City of Portsmouth** understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact **Horace Hills**. Thank you for your cooperation.

Sincerely,

*Horace Hills*

**Horace Hills**  
**Telecommunications Manager**  
**City of Portsmouth**

cc:



**City of  
Norfolk**  
Department of Information Systems

June 27, 2006

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum Development  
114 Coronation Circle  
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
  - Coordinating meetings, on a monthly basis, or as needed;
  - Management and facilitation of communications between jurisdictions;
  - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based Program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit I, which is attached and incorporated by reference.

It is our understanding that the City of Norfolk is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Norfolk for the sole purpose of

Division of Radio and Electronics  
1112 Azalea Garden Road / Norfolk, Virginia 23502 / (804) 441-5800 / Fax: 441-5803

providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Norfolk will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Norfolk understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Harry Ycomans. Thank you for your cooperation.

Sincerely,



Harry V. Ycomans  
Wireless Communications Manager  
1112 Azalea Garden Road  
Norfolk, VA 23502  
757.441.5800 Office  
757.441.5803 Fax  
harry.ycomans@norfolk.gov



## City Of Newport News

Virginia 23607

Office Of The City Manager

2400 Washington Avenue  
(757) 926-8411  
Fax (757) 926-3503

June 21, 2006

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum Development  
114 Coronation Circle  
Bountiful, Utah 84010

**Re: City of Virginia Beach (Incumbent); Request for Exercise of Planning  
Funding Agreement Planning Funding Change Notice Provision**

Dear Mr. Easton,

As agreed at the June 19, 2006 meeting in Norfolk, Virginia, among Nextel Operations, Inc. (Nextel), the Hampton Roads Trunked Users Group (HRTUG), and Alan Tilles, Esquire, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating a regional rebanding effort for the HRTUG. HRTUG is comprised of the County of York, and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
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- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels; and
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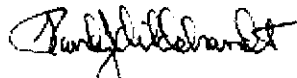
These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit L, which is attached and incorporated by reference.

The City of Newport News is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Newport News for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Newport News will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Newport News understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in this regional effort.

If you have any questions, please contact Michael Taylor at (757) 269-2430.

Thank you for your cooperation.

Very truly yours,



Randy W. Hildebrandt  
City Manager

RWH:kdk

Attachment

kdk3502v2



**Cost Estimate Detail Breakdown For Discussion Purposes Only**

	First 4 Month Costs							Each Month Thereafter					
	Project Cost per Month (Hours)	Cost Per License (Hours)	Licenses	Months	Project Extended Hours	Per License Extended Hours	Total Extended Hours	Rate	Estimated Cost	Project Monthly Extension Hours	Licenses Monthly Extension Hours	Total Monthly Extension Hours	Monthly Extension Cost
Project Management of the development of configuration-related activities between jurisdictions, including:													
- holding, scheduling and execution of regional reconfiguration analysis meetings, on a monthly basis, as needed (estimated at 2 hours per month)	16			4	64		64	\$140	\$8,960	16		16	\$2,240
- agreement and facilitation of regional reconfiguration transactions between jurisdictions (estimated at 1 hour per week)		17	1			17	136	\$140	\$19,040		120	120	\$16,800
- agreement, facilitation and execution of needed alignment activities on the reconfiguration with regard to regional reconfiguration at local jurisdictional level (estimated at 10 hours per license per month)		8.5	1			8.5	68	\$140	\$9,520		2,120	17	\$2,360
- attendance and participation of a Hampton Road Regional reconfiguration coordination web site in local and Boston area Management (estimated at 8 hours each month)	4			4	32		32	\$140	\$4,480	4		4	\$560
Project Management and discussion of the regional reconfiguration activities													
- review of all required TA and formal forms generated by the local jurisdictions relating to their jurisdiction activities (estimated at 1 hour per month)	1		1			1	4	\$140	\$1,120				
- review the correspondence generated by the individual jurisdictions of the high frequency assignments for services provided by the various jurisdictions (Task Review)	0		0			0	0	\$140	\$0				
- agreement, review and facilitation of agreement of the regional reconfiguration plan with regard to shared systems (estimated at 4 hours per month)	4		1			4	32	\$140	\$4,480				
- agreement, review and facilitation of agreement of a regional reconfiguration coordination plan with regard to shared systems (estimated at 4 hours per month)	4		1			4	32	\$140	\$4,480				
- agreement, review and facilitation of agreement of a regional reconfiguration plan with regard to shared systems (estimated at 4 hours per month)	4		1			4	32	\$140	\$4,480				
- review to ensure that detailed reconfiguration plans with regard to shared systems and resources are included in their respective project (Task Review)	0		0			0	0	\$140	\$0				
<b>Total Hours (Initial 4 months)</b>					96	44.5	452			20	8,375	71	
<b>Project Costs</b>					\$140	\$140	\$140			\$140	\$140	\$140	
<b>Travel Costs</b>					\$13,440	\$5,280	\$18,720			\$2,680	\$880	\$3,560	
<b>Travel Costs (Initial 4 months)</b>					\$13,440	\$5,280	\$18,720			\$2,680	\$880	\$3,560	
<b>Total Costs (Initial 4 months)</b>					\$26,880	\$10,560	\$37,440			\$4,360	\$1,760	\$6,120	
<b>and Total 8 Months</b>										\$44,800	\$9,000	\$123,200	



## City Manager

July 13, 2006

Sprint Nextel Corporation  
Attn: Rob Easton, Director, Spectrum Development  
114 Coronation Circle  
Bountiful, UT 84010

Dear Mr. Easton,

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

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**CITY OF HAMPTON (757) 727-6392 FAX (757) 728-3037**  
**22 LINCOLN STREET, HAMPTON, VIRGINIA 23669**

*"Oldest Continuous English-Speaking Settlement in America - 1610"*

It is our understanding that the City of Hampton is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Hampton for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Hampton will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Hampton understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Curt Shaffer, at (757) 727-6414. Thank you for your cooperation.

Sincerely,

  
Jesse T. Wallace  
City Manager

Enclosure

cc: C. J. Shaffer, Director, Emergency Operations Branch  
Joyce Melvin-Jones, Deputy City Attorney



**City of Chesapeake**

Office of the City Manager  
Post Office Box 15225  
Chesapeake, Virginia 23328-5225  
Office: (757) 382-6166  
Fax: (757) 382-6507  
TDD: (757) 382-8214

July 17, 2006

Sprint Nextel Corporation  
114 Coronation Circle  
Bountiful, UT 84010

ATTENTION: Rob Easton, Director, Spectrum Development

Dear Mr. Easton:

As agreed upon at the June 19, 2006 meeting between Nextel Operations, Inc. (Nextel) and Hampton Roads Trunked Users Group ("HRTUG") participating members, Nextel and the City of Virginia Beach plan to enter into a Planning Funding Agreement (PFA) that will provide for payment to Federal Engineering, a consulting firm, for the purpose of coordinating an overall regional rebanding effort for HRTUG. It is our understanding that the HRTUG is comprised of York County and the cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, and Virginia Beach. Specifically, Federal Engineering will provide the following services to ensure alignment of the reconfiguration activities of the jurisdictions involved in the HRTUG:

- Program management of the coordination of regional reconfiguration related activities between the named jurisdictions, including:
  - Coordinating meetings, on a monthly basis, or as needed;
  - Management and facilitation of communications between jurisdictions;
  - Schedule alignment and schedule conflict resolution;
- Establish and maintain a Hampton Road Rebanding Coordination web site on *FEClientNet*, to facilitate web based program management;
- Review all required Transition Administrator and Nextel forms generated by the individual jurisdictions relating to inter-jurisdiction activities;
- Develop the interoperability environment statement between the named jurisdictions;
- Develop a reconfiguration coordination plan with regard to shared system assets and channels, and
- Develop a cut-over coordination plan with regard to shared systems and channels.

These tasks are dependent upon the performance and schedule of eight independent jurisdictions. The regional task has a four month timeframe with a contingent additional period included for project management tasks only. The project management costs per jurisdiction are set forth in Exhibit 1, which is attached and incorporated by reference.

*The City of Chesapeake adheres to the principles of equal employment opportunity.  
This policy extends to all programs and services supported by the City.*

Mr. Rob Easton

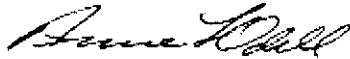
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July 17, 2006

It is our understanding that the City of Chesapeake is a member of the HRTUG and has authorized the City of Virginia Beach to act as an agent of the City of Chesapeake for the sole purpose of providing for payment to Federal Engineering to perform the aforementioned services needed for the overall coordination of the regional rebanding effort for the benefit of the HRTUG. It is understood that the City of Chesapeake will have no responsibility for certifying the performance of Federal Engineering. Further, the City of Chesapeake understands and accepts that the costs set forth herein represent the total amount that will be paid by Nextel for the overall coordination of the regional rebanding effort for the HRTUG and its jurisdictions, however, each member jurisdiction reserves the right to include their individual costs reasonably expected to be expended in their respective regional efforts.

If you have any questions, please contact Bernie Reaser, City of Chesapeake Radio Systems Administrator, at 757-382-6692. Thank you for your cooperation.

Sincerely,



Anne F. Odell  
Acting City Manager

BR/AO/wbf

Attachment

c: Dania Karloff, Chesapeake Information Technology Director  
Bernie Reaser, Chesapeake Radio Systems Administrator

## COST PER LICENSEE

MONTHS 1-4

MONTHS 5-8

Project Cost per Licensee (Hours)	Cost Per Licensee (Hours)	Rate	Extended Cost	Monthly Extension Cost	Program Management of the coordination of reconfiguration related activities between jurisdictions, including			
					Planning, scheduling and execution of regional reconfiguration coordination meetings, on a monthly basis, or as needed (Estimated at 2 days per month)			
	16	\$140	\$2,240		Management and facilitation of regional reconfiguration communications between jurisdictions (estimated at 1 hour per licensee, per week)			
	17	\$140	\$2,380		Management, facilitation and execution of schedule alignment and schedule conflict resolution with regard to regional reconfiguration activities (estimated at 1 1/2 hour per licensee, per week)			
	8.5	\$140	\$1,190		Establishment and maintenance of a Hampton Road Regional Reconfiguration Coordination web site to facilitate web based Program Management (estimated at 8 hours each month)			
	8	\$140	\$1,120		Program Management and document generation of the following regional reconfiguration deliverables			
					Review of all required TA and Model forms as generated by the individual jurisdictions relating to inter-jurisdiction activities (1 hour per licensee)			
	1	\$140	\$140		Review the assessments for individual jurisdictions of the new frequency assignments for licensees shared by the named jurisdictions (Task Removed)			
	0	\$140	\$0		Development, review and facilitation of agreement of the interoperability environment statement between the named jurisdictions (4 hours per licensee)			
	4	\$140	\$560		Development, review and facilitation of agreement of a regional reconfiguration coordination plan with regard to shared system assets and channels (8 hours per licensee)			
	8	\$140	\$1,120		Development, review and facilitation of agreement on a regional cross-over coordination plan to include risk mitigation and fall-back operation with regard to shared systems and channels (6 hours per licensee)			
	8	\$140	\$1,120		Coordination to ensure that deleted reconfiguration costs with regard to shared systems and channels are included in their respective plans (Task Removed)			
Cost and Hours attributed to EACH licensee (Project Costs)					Total Hours			
Rate					6,375			
Labor Cost					\$140			
Expenses (Travel estimated at 2 person trips per month)					\$880			
Total Costs					\$893			
Grand Total 8 Months					\$9,800			

**EXHIBIT D**

D-1

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**From:** McFadden, Patrick R. [mailto:Patrick.McFadden@dbr.com]  
**Sent:** Wednesday, February 28, 2007 6:33 PM  
**To:** Grogan, Brian T.  
**Cc:** Burlingame, John A.; Doug Onhaizer; Aimee K. Sullivan; Wilson, John R. [FIN]  
**Subject:** RE: TAM-12335: City of Virginia Beach, VA

Brian - please see our responses below:

#### **1. WPXJ737 – National Mutual Aide (MA) NPSPAC Channels**

As previously indicated in the email to Sprint on February 20, 2007 and subsequent clarification in an email to Sprint on February 23, 2007 and again on February 27, 2007 – the National Mutual Aide NPSPAC Channels are not regional but are of National significance. The City would need the old and the new NPSPAC National MA channels from the 1<sup>st</sup> touch of the subscribers until the completion, at a minimum, of Wave 3. Sprint can recommend wording to this point in the FRA – “to be determined” will not be acceptable.

Sprint Nextel Reply: We'd like to work this out with Virginia Beach once regional planning is completed and more is known. We cannot agree to include the Wave 3 concept you reference in this FRA. We would propose the following:

Retuning cooperation: Due to interoperability issues, and pursuant to Amendment 2 of the Virginia Beach Planning funding agreement executed on March 9, 2006, Incumbent will synchronize the retune of its system in a manner to be determined by the Hampton Roads Communities (as defined in Section 14), in the Hampton roads planning effort (the “Hampton Roads Planning Effort”). Nextel will ensure that, the Replacement Frequencies will be cleared of all users no later than thirty (30) days following a date to be determined. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies within five (5) days following completion of the decommissioning. Incumbent will then synchronize the retune of Incumbent's system with the Hampton Roads Communities, in accordance with the Hampton Roads Planning Effort, and clear all users from the Incumbent Frequencies pursuant to the retune schedule mutually agreed upon by Nextel and the Hampton Roads Communities. Incumbent will be solely responsible in coordinating its retune with the Hampton Roads Communities consistent with the manner to be determined by Hampton Roads Planning Effort. Incumbent will notify Nextel that Incumbent has cleared the Incumbent Frequencies of users within five (5) days following the clearing.

#### **2. WQEF832 – 12 NPSPAC Licenses**

We can relinquish these licenses 60-90 days after the 1<sup>st</sup> touch and they will not be needed during the duration of the 1<sup>st</sup> touch.



Sprint Nextel Reply: Agreed.

**3. WNQJ860 & WZS605 – Secure Repeater and Talk Around (TA) Channel covered in the Wave 1 Phase 1 FRA**

This is not an issue of receiving and relinquishing licenses – the City currently has both the old and the new licenses. This issue is focused on relinquishing licenses that were held over from the Phase 1 FRA to minimize cost relevant to the 2<sup>nd</sup> radio touch allowing that to be performed during the 1<sup>st</sup> touch of the Phase 2 reconfiguration – The City proposes the following wording. “The City will relinquish the old channels no later than ninety (90) days following the 1<sup>st</sup> radio touch or upon a date to be determined by the parties through mutual agreement.”

Sprint Nextel Reply: The timing of the return of these licenses is addressed in the Wave 1 Phase 1 FRA between the parties.

4. Federal Engineering will perform the City's filings not Sprint as indicated in the below section.

Sprint Nextel Reply: Agreed. Sprint Nextel does not have an opinion on who will perform the City's licensing. Simply complete Exhibit A in accordance with Virginia Beach's preference.

**5. Under section 20: Motorola Replaced Equipment**

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the “Motorola Replaced Equipment”) to Motorola within 30 days of receipt of the Motorola Schedule D Equipment (shipping fees to be paid by Nextel). Title to the Motorola Replaced Equipment will pass from Incumbent to Motorola upon receipt by Motorola.

This will not work – the City can not return, or affect to be returned the qty of Radios in a 30 day period – for that matter, it is tied to the receipt of the equipment, which we will receive long before we replace the equipment so this is not practical. This should read:

*Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the “Motorola Replaced Equipment”) to Motorola within 90 days from the actual replacement of the Motorola Schedule D Equipment (shipping fees to be paid by Nextel)*

Sprint Nextel Reply: If we use the number of days from actual replacement we could agree to 30 days, or we could use 90 days in the original context, which would read:

Incumbent will return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the “Motorola Replaced Equipment”) to Motorola within 90 days of receipt of the Motorola Schedule D Equipment (shipping fees to be paid by Nextel). Title to the Motorola Replaced Equipment will pass from Incumbent to Motorola upon receipt by Motorola.